TURN ADDRESS: MOUNTAIN PACIFIC BANK MAIN BRANCH 3732 BROADWAY EVERETT, WA 98201



#### **DEED OF TRUST**

PNWT1025491

DATE October 4, 2006

Reference # (if applicable) <u>SNO-1025491</u> Grantor(s) Additional on page \_\_\_

Grantee(s)

- 1 MOUNTAIN PACIFIC BANK
- 2 Pacific Northwest Title, Trustee

1 HERITAGE BAPTIST FELLOWSHIP

Legal Description SECTION6, TOWNSHIP 27 N , RANGE 07 E , SE QUARTER, NE QUARTER, SECTION 5, TOWNSHIP 27 N , RANGE E , SW QUARTER, NW QUARTER AND LOTS 1-4, SHORT PLAT 199005, REC 200405035216 RECORDED IN SNOHOMISH COUNTY

Additional on page 13

Assessor's Tax Parcel ID# 27070600102500, 27070500203100, 27070500206100, 27070500206200, 27070500206300, 27070500206400

THIS DEED OF TRUST is dated October 4, 2006, among HERITAGE BAPTIST FELLOWSHIP, a Washington non-profit organization, whose address is 16651 CURRIE ROAD SE, MONROE, WA 98272 ("Grantor"), MOUNTAIN PACIFIC BANK, whose mailing address is MAIN BRANCH, 3732 BROADWAY, EVERETT, WA 98201 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pacific Northwest Title, whose mailing address is 3224 Wetmore Avenue, Everett, WA 98201 (referred to below as "Trustee")

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CONVEYANCE AND GRANT For valuable consideration, Granter conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Granter's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtonances, all water, water rights and dirth rights (including stock in utilities with ditch or irrigation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SNOHOMISH County, State of Washington

See SCHEDULE A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein

The Real Property or its address is commonly known as 20800-21400 BLOCKS OF STATE ROUTE 2, MONROE, WA 98272. The Real Property tax identification number is 27070600102500, 27070500203100; 27070500206100; 27070500206200, 27070500206400.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65-08-070, the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE BENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS

PAYMENT AND PERFORMANCE Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents

POSSESSION AND MAINTENANCE OF THE PROPERTY Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions

Possession and Use Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property, (2) use, operate or manage the Property, and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

**Duty to Maintain** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value

Compliance With Environmental Laws Grantor represents and warrants to Lender that (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property, (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters, and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or rolease any Hazardoush Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Environmental Laws Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or hability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses,

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liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance. Waste Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lander's prior written consent

Removal of Improvements Grantor shall not demolish or remove any Improvements from the Real Property without Londer's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Dead of Trust

Compliance with Governmental Requirements — Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act — Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion. Lender's interests in the Property are not jeopardized — Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest

Duty to Protect Grantor agrees neither to abandon or leave unattended the Property Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property

DUE ON SALE - CONSENT 8Y LENDER Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the Indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, and contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust

Payment: Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, it a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional

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obligee under any surety bond furnished in the contest proceedings

Evidence of Payment Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property

Notice of Construction Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE** The following provisions relating to insuring the Property are a part of this Deed of Trust

Maintenance of Insurance Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insurance in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the foan.

Application of Proceeds—Grantor shall promptly notify Lender of any loss or damage to the Property—Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty—Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property—If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender—Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust—Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness—If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear

Grantor's Report on Insurance Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing (1) the name of the insurer, (2) the risks insured, (3) the amount of the policy, (4) the property insured, the then current replacement value of such property, and the manner of determining that value, and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will. (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either. (1) the term of any applicable insurance policy, or (2) the remaining term of

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the Note, or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY, DEFENSE OF TITLE The following provisions relating to ownership of the Property are a part of this Deed of Trust

Title Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities

Survival of Representations and Warranties All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full

CONDEMNATION The following provisions relating to condemnation proceedings are a part of this Deed of Trust

Proceedings If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust

Current Taxes, Fees and Charges Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes The following shall constitute taxes to which this section applies (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust, (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust, (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note, and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor

Subsequent Taxes If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender

SECURITY AGREEMENT, FINANCING STATEMENTS The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust

Security Agreement This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code

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as amended from time to time

Security Interest: Upon request by Lender, Grantor shall take whetever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust

FURTHER ASSURANCES, ATTORNEY-IN-FACT The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust

Further Assurances At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgoges, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1). Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2). The liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse. Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact If Grantor fails to do any of the things referred to in the preceding paragraph. Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

Payment Default Grantor fails to make any payment when due under the Indobtedness

Other Defaults Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor

Compliance Default Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents

**Default on Other Payments** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien

Default in Favor of Third Parties Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or perform their respective obligations under this Dead of Trust or any of the Related Documents

Falsa Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter

Defective Collateralization This Deed of Trust or any of the Related Documents ceases to be in full force and

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effect (including failure of any collateral document to create a valid and perfected secunty interest or lien) at any time and for any reason

Insolvency The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute

Breach of Other Agreement — Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later

Events Affecting Guarantor Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default

Adverse Change A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the proceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default. (1) cures the default within fifteen (15) days, or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT—If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies

Election of Remedies Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies

Accelerate indebtedness. Lender shall have the right at its option to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law

UCC Remedies With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code

Collect Rents Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rems from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's

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right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance of Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender

Other Remedies Trustee or Lander shell have any other right or remedy provided in this Dood of Trust or the Note or by law

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Porsonal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled in exercising its rights and remodies, the Trustec or Londer shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees, Expenses If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' tees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee Shall have all of the rights and duties of Lender as set forth in this section

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust.

Powers of Trustee In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public, (b) join in granting any easement or creating any restriction on the Real Property, and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust

Obligations to Notify Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lendor, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee

Trustee Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of SNOHOMISH County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by

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## (Continued)

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telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS The following miscellaneous provisions are a part of this Deed of Trust

Amendments This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports — If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a corufied statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require — "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property

Caption Headings - Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust

Merger There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender

Governing Law This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Washington.

Choice of Venue III there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SNOHOMISH County, State of Washington

No Waiver by Londer Londer shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Londer in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable considered deleted from this Deed of Trust unenforceability of any provision of this Deed of Trust shall be considered by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust.

Successors and Assigns Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness

Time is of the Essence Time is of the essence in the performance of this Deed of Trust

Walver of Homestead Exemption Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtodness secured by this Deed of Trust

DEFINITIONS The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall

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## DEED OF TRUST (Continued)

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have the meanings attributed to such terms in the Uniform Commercial Code

Beneficiary The word "Beneficiary" means MOUNTAIN PACIFIC BANK, and its successors and assigns

**Borrower** The word "Borrower" means HERITAGE BAPTIST FELLOWSHIP and includes all co-signers and co-makers signing the Note and all their successors and assigns

Deed of Trust The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Ronts

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default"

Environmental Laws The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as pmended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 39-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust

Grantor The word "Grantor" means HERITAGE BAPTIST FELLOWSHIP

**Guaranty** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note

Hazardous Substances The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, potroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property

Indebtedness 
The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender The word "Lender" means MOUNTAIN PACIFIC BANK, its successors and assigns

Note The word "Note" means the promissory note dated October 4, 2006, in the original principal amount of \$350,000 00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement

Personal Property The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property

Property The word "Property" means collectively the Real Property and the Personal Property

Real Property The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust

Related Documents The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness

Rents The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property

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# DEED OF TRUST (Continued)

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On this	Trustee The word "Trustee" means Pacific Northwest Title, whose mailing address is 3224 Wetmore Everett, WA 98201 and any substitute or successor trustees	Avenue,
HERITAGE BAPTIST FELLOWSHIP  By CORPORATE ACKNOWLEDGMENT  STATE OF Washington  CORPORATE ACKNOWLEDGMENT  STATE OF Washington  On this Sylvania day of Deform 20 Defore me, the undersigned Notary Public, personally sppeared THOMAS MINNICK, Semior Pastor/President of HERITAGE BAPTIST FELLOWSHIP, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes there mentioned, and on each stated that he or she is suthorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf at the corporation.  By Machaelle State of Washing to My commission expires 1 29-10  REQUEST FOR FULL RECONVEYANCE  To	GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRAGREES TO ITS TERMS	RANTOR
THOMAS MINNICK Senior Pastor/President of HERITAGE BAPTIST FELLOWSHIP  CORPORATE ACKNOWLEDGMENT  STATE OF	GRANTOR	
COUNTY OF Snihomish  On this Of Washington  On this Of Washington  On this Of Washington  Notary Public, personally appeared THOMAS MINNICK, Senior Pastor/President of HERITAGE BAPTIST FELLOWSHIP, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.  By Michael Shallow Shallow Residence to execute this Deed of Trust and in fact executed the Deed of Trust and for the State of Washing to my commission expires 1-29-10  REQUEST FOR FULL RECONVEYANCE  To	By THOMAS MINNICK Senior Pastor/President of HERITAGE BAPTIST	<b>v</b> .
COUNTY OF Snihomish  On this Of Washington  On this Of Washington  On this Of Washington  On this Of Washington  Notary Public, personally appeared THOMAS MINNICK, Senior Pastor/President of HERITAGE BAPTIST FELLOWSHIP, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation  By Washington  Residing at Arington  My commission expires 1-29-10  REQUEST FOR FULL RECONVEYANCE  To	CORPORATE ACKNOWLEDGMENT	<u> </u>
To	On this day of Detober 20 DC, before me, the under Notary Public, personally appeared THOMAS MINNICK, Senior Pastor/President of HERITAGE BAPTIST FELLO and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and put therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact exiting the Deed of Trust on behalf of the corporation.  By Maddadada Southern Besiding at At Ling Ton	WSHIP, t of the act and urposes xecuted
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SNOHOMISH,WA

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#### Pacific Northwest Title Company of Snohomish County, Inc.

#### SCHEDULE A

Order No SNO-1025491

#### Legal Description:

#### PARCEL A

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 07 EAST, W M, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND THE WEST 50 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 NORTH, RANGE 7 EAST, W M

EXCEPT ANY PORTION THEREOF LYING WITHIN RIVMONT HEIGHTS DIVISION NO 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 17 OF PLATS, PAGES 99 AND 100, RECORDS OF SNOHOMISIS COUNTY, WASHINGTON,

AND EXCEPT ANY PORTION THEREOF LYING WITHIN RIVMONT HEIGHTS DIVISION NO 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE  $100,\,$ 

AND EXCEPT ANY PORTION THEREOF CONVEYED TO STATE OF WASHINGTON, UNDER SNOHOMISH COUNTY RECORDING NOS 934495, 2274455 AND 2274456,

ALSO KNOWN AS LOT 1 OF BOUNDARY LINE ADJUSTMENT 199003 RECORDED UNDER SNOHOMISH COUNTY RECORDING NO 200405035217

#### PARCEL B

LOTS 1 THROUGH 4, INCLUSIVE, OF SHORT PLAT NO 199005 RECORDED UNDER RECORDING NO 200405035216, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 NORTH, RANGE 7 EAST, W M , AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 7 EAST, W M , RECORDS OF SNOHOMISH COUNTY, WASHINGTON

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

Parcel No · 270706-001-025-00, 270705-002-061-00, 270705-002-062-00, 270705-002-063-00, 270705-002-064-00

\*\*\* END OF SCHEDULE A \*\*\*

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SNOHOMISH,WA
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# ORIGINAL LEGAL DESCRIPTIONS

PARCEL A (LOT 2)

THE SCANINES'S CAMPETE OF THE MEASURES OF SECTION S. TOMPSHEP 27 NORTH, PANICE 7 EAST OF THE MEASURE LERBOUN. IN SOCIOUS ICCUMPY, MASSINGTON, LORD SECTION OF MASSINGTON UNDER SCANINES SHAPE 2013 STATE OF MASSINGTON UNDER SCANINES SHAPE 2013 STATE OF MASSINGTON UNDER SCANINES SHAPE 2013 STATE OF MASSINGTON UNDER SHAPE 2013 AND 100, IN SOMPORES COUNTY, MASSINGTON, DESCRIBED AS FOLLOWS, CONTROL OF THE METHOD AS FOLLOWS COUNTY, MACHINES COMMENT OF SAND SHAPE AND SHA

DENCE NORTHERLY ALONG WEST UNE OF SECTION 5 FOR 245 FEET. MORE OR LESS, TO THE POINT OF BECANNING.

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# SURVEYOR'S CERTIFICATE

Asettage Doptist Felbussign THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENT OF THE SURVEY RECORDING ACT AT THE REQUEST OF

CERTIFICATE NO.

COUNTY OF KINA SS

STATE OF WASHINGTON ACKNOWLEDGEMENT

I CRITEY THAT I MOW OR HAVE SATISFACTORY EVIDENCE THAT THE MET ALL LEVEL SORED THIS INSTRUMENT AND ACKNOWLEDGED IN TO BE HIS FREE AND POLITIFIED ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.



NY APPOINTMENT EXPIRES 10-16-05 HOTARY PUBLIC Sylvey Home Hiller

DATED

4-30-04

200405035217

RE V.

PER CITY COMMENTS 4-21-04 TG
PER CITY COMMENTS 4-02-04 TG
ADD ACCESS DRIVE AND NOTE 9-12-03 TG

# REVISED LEGAL DESCRIPTIONS

UNITED STEEM OF THE STITUTES OF THE MOTHER ST CHARTER OF SCENON, A COMMENT OF THE MOSTHMEST WALKERS OF THE STITUTES OF THE MOSTHMEST WALKERS OF THE MOST OF THE MOST OF THE MOSTHMEST WALKERS OF THE MOST OF THE MOST OF THE MOST OF THE CHARTER OF THE MOST OF TH

INTEL SOUTHWEST GUARTER OF THE MORTHMEST GUARTER OF SECTION A. COMMISSION 27 NORTH MANAGET FLAST OF THE MULARITE MERBOAN. OR SOPRICINARY COUNTY AVAILABILITY.

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ON MO. 1, ACCORDING TO PLAT RECORDED IN VOLUME, 17 OF PLATS AND ZETALS SALVAID.

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NORTHMEST COUNTY, AVAILABILITY.

# INGRESSY

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# DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT THOMAS OWNERS OF FEE SUPPLE OF THE LAND, HEREBY DEE ADJUSTMENT HEREON AND ACKNOWLEDGE THIS BOLY IN ACCORDANCE WITH OUR FREE THEL MAD DESIRES. S MINNICK THE UNDERSIGNED THIS BOUNDARY LINE ADJUSTMENT

# PASTOR THOMAS MINNICK FOR HERITAGE BAPTIST FELLOWSHIP

April 30 1009

DATE APPROVED BY DRECTOR OF COMMUNITY DEVELOPMENT, CITY OF NONROE

AUDITORS CERTIFICATE

OF SUPPLY AND STATE OF SUPPLY AT PACE
OF SUPPLY AT THE REQUEST OF HEADING TO SERVE FEILED SHIP AND THE ADDRESS AT PACE
OF SUPPLY AND THE SUPPLY SUPPLY AND THE SUPPLY SUPPLY AND THE SUPPLY SUPPLY AND THE SUPPLY SUPPL

S.W. 1/4, N.W. 1/4 SEC 5, TWP 27 N, R 7 E, W.M. & S.E. 1/4, N.E. 1/4 SEC 6, TWP 27 N, R 7 E, W.M.

CLIENT:

SHEET

o,

\*. ALL ARLIS BONTHID AS MAINE GROWN PROXICTION ARLIS (MODA) SHALL REWAN UNDSTAFRED IN PLEBERUINT, AN ELLING, GROWN OR CONSTRUCTION WERE PERSONAL WITH THE ARCIS WITHOUT THE PROR WRITTEN APPROVAL OF THE CITY OF MONROE COMMUNITY DEVELOPMENT INDEPREMENT. 2. COVENENTS, COMBITIONS AND RESTRUCTIONS WILL BE SET WITH CONSTRUCTION DRAWBIGS,

3. LECAL DESCRIPTIONS FOR PROPOSED EXCLUENTS: A ACCESS AND UTILITIES WILL FOLLOW 80 FEET ADJACENT TO THE SOUTH BOUNDARY OF ADJUSTED  $(\kappa, \sigma)$ 

OF 2 Les For Services 50 FEET ADMICENT TO THE DIST BOUNDARY OF ADMISTID LOT 2.

4. SUBJECT 10 THE ESSIMANS TO PUET SOUND POWER AND UGHT FOR ELECTRICAL TRANSMISSION UNDER RECORDING MUMBERS REQUIRE AND SEAVED, THE LECAL DESCRIPTION COMPANIED IN THE ELECAL DESCRIPTION COMPANIED IN THE ELECAL DESCRIPTION COMPANIED IN THE ELECAL DESCRIPTION OF THE SITE. ) - SUBJECT 10 AN EXERBAT FOR WATERUIE UNICER RECORDING MUMBER 1308663, THIS DISCUENT REAKS TO AFFECT THE PROPERTY AND POLITIES AS PRAMOUN HEIGHTS ON: . AND 2. HORPYCH, A "ORTION MAY LE ALONG THE NORTHERLY PROPERTY LINE OF THE SITE.

7. THE DESIRE ACCESS TO SEE DEES NOT COMP.Y WIT DESIRENT WESTED OF DITY OF MONRIES SYMMOMES, NO CONSTITUTION SMALL BY FOUNTING ON THE GROUNDAY HE GLASSINGHE ON WITHIN THE GROUNDAY HE GLASSINGHE ON WITHIN THE GROUNDAY HAVE GLASSINGHE NESUED, NO DUILLING FROM THE WAS THE CHARLES OF THE GROUNDAY HAVE GLASS COMPACTED. R. SUBJECT TO THE RELIMOUSHMENT OF ALL COSTING AND TUTURE RICHITS TO LIGHT, WEW AND ARI TOCETHER WITH THE RIGHTS OF ACCUSS TO AND STORM THE STATE HIGHWAY AS CONNOTED BY INSTRUMENT RECORDED UNDER RECORDING HUMBER 2274455.

BE AS OF THE DUTE THE SUMMENT OF CONTROL RECORDIO, METHER DOMESTIC WATER SCHWICE AND SAMMENT SCHWICE SCHWICE AND SAMMENT SCHWI

9. THE EXISTING ACCESS TO SR2 WILL BE REMOVED WHEN THE MORTH MONROE INTERCHANCE IS CONSTRUCTED. ALTERNATIVE ACCESS WILL NOT BE PROVIDED BY THE CITY OF MONROE.

ON THE BASS OF THE REPRESENTATIONS HEREBY SUBMITTED. THE CITY PLANNER HAS APPROVED THIS BOUNDARY UNK ADJUSTMENT (ON 195003) UNDER THE PROVISION OF CHAPTERS 17 AND 71 CITY OF MONROE'S MUNICIPAL CODE.

PILED FOR RECORD THIS 57 DAY OF MAN 2011 AT

PROJECT: HERITAGE CHURCH BOUNDARY LINE ADJUSTMENT 199003

HERITAGE BAPTIST CHURCH, MONROE, WA

PO BOX 1090 FELLOWSHIP

HERITAGE BAPTIST

MONROE, WA

98272

Mead Silman
PROFESSIONAL LAND
0. BOX 289, WOODINVILLE, WAS & Assoc. SURVEYORS 98072 (425) 485-1252 04-30-03 02203 SCALE: 1" = 200 CHKD BY SHEET: TG 1



